Where a river or lake divides two territories of any status, public or private, the land that is gradually and insensibly invaded by the water is lost to the state or owner, and that part left upon the opposite bank increases the domain of the owner thereof. *New Orleans* v. *United States,* 10 Pet. 662; *Lynch* v. *Allen,* 20 N. C. 62, 32 Am. Dec. 671; ANGELL, WATERCOURSES, § 53; GOULD, WATERS, 3 ed., § 155. And this is true, even in those cases where instability of soil and rapidity of current operate to produce very appreciable diminutions of the banks on one side of the river and a corresponding increase on the other, the land not being capable of identification. This process of accretion is distinguished only by the intensity and rapidity of its action, and does not remove the case from the conventional rule of law applicable thereto. *Nebraska* v. *Iowa,* 143 U. S. 359.

In the case of avulsion, however, when land is added by sudden action of the water, such as a change of the course of the stream under such circumstances that the land affected thereby continues to be capable of identification, no change of ownership results. 2 MINOR, REAL PROPERTY, § 1014. So, where the sudden shifting of a river's course left a strip of bank which had been on one side upon the other side of it, no change of ownership occurred. *McKay* v. *Huggan,* 24 N. S. 514. Nor is the ownership affected in those cases where the change of course is produced by artificial means. *State* v. *Young,* 46 Vt. 665. And this rule is further extended to those instances where the land itself moves in the river's course in a definite and well defined manner. *St. Louis* v. *Rutz,* 138 U. S. 226.

REAL PROPERTY—ESTATES—CONTINGENT REMAINDER. — The defendant contracted to convey certain property to the plaintiff. She held the property under a will which gave it to her "for and during her natural life, remainder in fee simple to the heirs of her body." The plaintiff sued for specific performance of the contract, and the defendant defended on the ground that as she only had a fee tail estate in the property she could not convey a good title. *Held,* the defendant had a life estate in the property with a contingent remainder to the heirs of her body. *Benson* v. *Tanner* (Ill.), 115 N. E. 191.

The courts are divided as to just what additional words used in connection with "heirs" or "heirs of the body" are necessary to prevent the operation of the rule in Shelley's Case. The older cases favored the rule in Shelley's Case and regarded additional words as of no effect. Thus, it was held that an estate to one for life and then to the heirs of his body, share and share alike, as tenants in common, created an estate tail. *Jesson* v. *Wright,* 2 Bligh. 1. So a devise to A. for life and after his death, to his heirs, their heirs and assigns forever, was held to create a fee simple. *Andrews* v. *Lowthrop,* 17 R. I. 60. But where the devise was to A. "for life, remainder to his issue, their heirs and assigns forever" such words were held to create a life estate in A. with a remainder over, on the ground that "such issue, their heirs and assigns forever" are the usual and largest terms employed in a fee simple, and show an intent on the part of the testator to start a new stock of inheritance. *Daniel* v. *Whartenby,* 17 Wall. 639.

In those states where the rule in Shelley's Case has not been abolished by statute, the modern tendency seems to be to limit its application as much as possible. Thus, a devise to a son for life and at his death to his nearest blood relations, share and share alike, was held to create a life estate with a remainder over. *McCann* v. *McCann*, 197 Pa. 452, 47 Atl. 743, 80 Am. St. Rep. 846. And in a devise to A. for life and at her death to her children and their descendants, it was decided that "children" was a word of purchase because "their" (descendants) shows an intention to create a new line of succession. *In re Griffin's Estate*, 138 Pa. St. 327, 22 Atl. 91. So, an intention to start a new succession was construed from the use of the word "heirs" along with "issue" in an estate to "his issue lawfully begotten and their heirs and assigns forever." *Shreve* v. *Shreve*, 43 Md. 382.

A few courts have held that the intention of the testator to prevent alienation during the life of the first taker prevents the operation of the rule in Shelley's Case, even though all the requirements are present. *Westcott* v. *Meeker*, 144 Iowa 311, 122 N. W. 964, 29 L. R. A. (N. S.) 947. But this is contrary to the general accepted doctrine that the intention of the testator is only to be sought in determining whether or not he means to start a new stock of inheritance with the "heirs" or "heirs of the body." *Kemp* v. *Reinhard*, 228 Pa. 143, 77 Atl. 436, 29 L. R. A. (N. S.) 958.

TORTS—PROXIMATE CAUSE—MISCARRIAGE CAUSED BY FRIGHT.—The defendant, while talking to the plaintiff's wife on the plaintiff's premises, fired a pistol at the plaintiff's dog which was very near the plaintiff's young child. The plaintiff's wife was *enciente*, and the shot frightened her so badly that she suffered a miscarriage. The plaintiff brought an action to recover damages for the injuries suffered by his wife. *Held*, the defendant is liable. *Alabama Fuel and Coal Co.* v. *Baladoni* (Ala.), 73 South. 205. See NOTES, p. 571.